

THE HONORABLE THOMAS S. ZILLY

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

EXPERIENCE HENDRIX, L.L.C., a Washington
Limited Liability Company; and AUTHENTIC
HENDRIX, LLC., a Washington Limited Liability
Company,

Plaintiffs,

vs.

HENDRIXLICENSING.COM, LTD.,
dba HENDRIX ARTWORK and
HENDRIXARTWORK.COM, a
Nevada Corporation, and ANDREW
PITSICALIS and CHRISTINE RUTH
FLAHERTY, husband and wife,

Defendants.

NO. C 09-0285 TSZ

AGREED PRETRIAL ORDER

I. JURISDICTION

This is a suit for trademark infringement. This suit arises under the trademark laws of the United States, namely Title 15 of the United States Code and more particularly 15 U.S.C. § 1114 and 15 U.S.C. §§ 1116-18, 1125(a) inclusive, and under the laws of the State of Washington. This Court has jurisdiction under the provisions of 15 U.S.C. § 1121 and 28

AGREED PRETRIAL ORDER
[C 09-0285 TSZ] - 1

WILSON SMITH COCHRAN DICKERSON
A PROFESSIONAL SERVICE CORPORATION
1700 FINANCIAL CENTER, 1215 4TH AVENUE
SEATTLE, WASHINGTON 98161-1007
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U.S.C. §§ 1338(a) and 1338 (b). Venue is proper in this District under 28 U.S.C. §§ 1391(b) and 1391(c).

II. CLAIMS AND DEFENSES

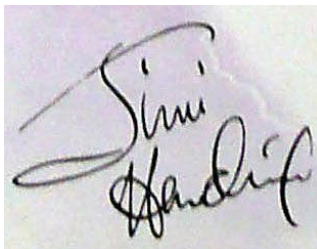
On May 19, 2011, the Court GRANTED Plaintiffs' Motion for Partial Summary Judgment of Federal Trademark Infringement Claim. The Court found that Defendant's marks are likely to cause confusion. The Court further found that Defendants' use of Plaintiffs' HENDRIX "family" of trademarks in the:

1. business names "Hendrix Licensing," "HendrixLicensing.com," "Hendrix Artwork," and "HendrixArtwork.com";
2. domain name www.hendrixlicensing.com;
3. domain name www.hendrixartwork.com;
4. guitar and "headshot/bust" logo ("Defendants' Headshot Logo"); and,



("Defendants' Headshot Logo")

5. signature of Jimi Hendrix ("Defendant's Signature Mark")



infringed on Plaintiffs' registered trademarks ("infringing conduct").

1 **A. Plaintiffs will pursue the following claims:**

2 **1. Federal Trademark Infringement, 15 U.S.C. § 1114.**

3 At trial, Plaintiffs will prove that Defendants' infringing conduct as used on products
4 such as those identified in Exhibit 3 to the Amended Complaint, as identified in Plaintiffs'
5 Motion for Partial Summary Judgment on Infringement, as well as other uses by Defendants in
6 commerce, was intentional, willful, and designed to mislead, deceive and confuse the
7 consuming public, and to capitalize on the goodwill associated with Plaintiffs' Hendrix Family
8 trademarks, and is intended to palm off Defendants' goods as those of Plaintiffs. The
9 Defendants' infringing conduct has caused damage to Plaintiffs' business reputation and to
10 Plaintiffs' Hendrix Family trademarks and other rights and properties in an amount to be
11 determined at trial.
12

13 **2. Violations of the Washington Consumer Protection Act.**

14 Plaintiffs will establish that Defendants have violated the Washington Consumer
15 Protection Act, RCW §19.86.020, in that Defendants' infringing conduct—as described above
16 and in the statement of facts below—constitute unfair or deceptive acts or practices in the
17 conduct of trade or commerce. The Defendants' infringing conduct is confusing and deceptive
18 to the public and has caused damage to Plaintiffs' business reputation and to Plaintiffs' Hendrix
19 Family trademarks and other rights and properties in an amount to be determined at trial.
20

21 **3. Contributory Trademark Infringement by Defendant Andrew Pitscalis**

22 A preponderance of evidence at trial will demonstrate that Defendant Pitscalis
23 personally directed and/or controlled and/or induced the infringing conduct of the Defendants
24 and that he benefitted by such acts.
25
26

1 **4. Unjust Enrichment**

2 At trial, Plaintiffs will establish that Defendants have wrongfully received money from
3 third parties that they should not in equity and good conscience retain, on account of their
4 federal trademark infringements, false designations of origin, unfair competition, and related
5 infringing conduct.

6 **5. Remedies.**

7 At trial, Plaintiffs will establish entitlement to compensatory damages, that the
8 compensatory damages be trebled on account of the willful infringement and violations of the
9 CPA, that they be awarded their reasonable attorney fees and costs, a permanent injunction, and
10 destruction of infringing articles.

11 **B. Defendants will pursue the following affirmative defenses**

- 12 1. Failure to Mitigate.

13 **III. FACTS OF THE CASE**

14 **A. The following facts are admitted by the parties:**

- 15 1. From 1970 to 1995, James Allen (“Al”) Hendrix (Jimi Hendrix’s father and sole heir),
16 through his agents, used the marks JIMI HENDRIX, JIMI HENDRIX EXPERIENCE,
17 and others to sell and license the sale of Jimi Hendrix sound recordings and
18 merchandise.
- 19 2. In the mid 1990’s, Al Hendrix formed Experience Hendrix L.L.C. and Authentic
20 Hendrix LLC to hold, manage and license rights related to Jimi Hendrix.
- 21 3. The Companies were referred to in promotional materials as “A Jimi Hendrix Family
22 Company” on the instruction of Al Hendrix
- 23 4. Al Hendrix and his companies adopted and used the marks EXPERIENCE
24 HENDRIX, AUTHENTIC HENDRIX, the Jimi Hendrix headshot and signature, and
25 combinations of those marks, which they have used in their business.
- 26 5. Until his death in 2002, Al Hendrix was the Chairman of Experience Hendrix and
Authentic Hendrix, LLC, a wholly-owned subsidiary of Experience Hendrix.

6. Al Hendrix acquired and confirmed his rights in various JIMI HENDRIX-related trademark rights, evidenced by written assignments, in the course of resolving prior litigation.
7. On September 29, 1995, Al Hendrix assigned all of his rights to those trademarks to Experience Hendrix, L.L.C., a Washington Limited Liability Company.
8. Experience Hendrix proceeded to register JIMI HENDRIX related trademark rights with the USPTO, based on continued use of prior existing marks, and new uses of those marks and new marks created and used by Plaintiffs and their licensees.
9. Experience Hendrix also placed the EXPERIENCE HENDRIX and Jimi Hendrix headshot logo on the musical recordings and videos, sheet music, and other music products, and on its website.
10. Plaintiffs have placed the phrase “Jimi Hendrix Family” on stickers attached to its music releases since 1996, and have continuously used the phrase “A Jimi Hendrix Family Company” on letterhead and in advertising.
11. Since 1996, Plaintiffs have used various federally registered and common law trademarks, service marks, trade names and logos to market, sell, and license the sale of Jimi Hendrix related merchandise and services to the general consuming public through Internet websites, retail stores, and licensee sales.
12. Experience owns word, design, and composite marks, which are registered on the Principal Register of the USPTO and are incontestable pursuant to 15 U.S.C. § 1065, including: U.S. Registration Nos. 2,322,761 (“JIMI HENDRIX” for clothing in Class 25); 2,245,408 (“AUTHENTIC HENDRIX” for mail order, telephone and online ordering services, in Class 35); 2,245,409 (“EXPERIENCE HENDRIX” for printed materials, namely magazines and posters, in Class 16); 2,250,912 (“EXPERIENCE HENDRIX AND DESIGN” for musical sound recordings, in Class 9); and 2,383,500 (“JIMI HENDRIX” for entertainment services, in Class 41).
13. Plaintiffs directly—and through various licensees—have offered a variety of goods and services under the marks JIMI HENDRIX, HENDRIX, the JIMI HENDRIX signature logo, the JIMI HENDRIX headshot or “bust” logo, EXPERIENCE HENDRIX, AUTHENTIC HENDRIX, and variations thereof. Experience owns the registrations (referred to herein as Experience’s “JIMI HENDRIX marks”). Examples of Experiences’ design marks include the following:







14. Authentic Hendrix enters into licensing agreements with licensees to use the Plaintiffs' marks on specific products and services.
15. Authentic has entered into more than 100 licenses since 1996.
16. Before Defendants began their infringing activities, Plaintiffs had license agreements with more than 50 licensees.
17. Plaintiffs have licensed and sold merchandise and offer services from their websites and catalogs.
18. The mark AUTHENTIC HENDRIX and logo mark have appeared on Plaintiffs' licensed merchandise, on memorabilia, and on the merchandising website at www.authentichendrix.com.
19. Plaintiffs have promoted their products through such activities as the *Red House* touring museum, its online store, news features, and Jimi Hendrix tribute concerts.
20. From 2001–2010, Plaintiffs' websites advertising their products and services, selling merchandise, and bearing their marks, have received more than one billion hits, with roughly 300,000 visits per month to their websites.
21. Al Hendrix placed the rights in Jimi Hendrix's songs/musical compositions and sound recordings in Experience Hendrix, L.L.C., and licensed that music using the marks already established for the music (i.e. JIMI HENDRIX, HENDRIX, ELECTRIC LADYLAND, JIMI HENDRIX EXPERIENCE).

- 1 22. Products bearing the Hendrix marks are sold at record stores, clothing stores, licensing
2 shows, concerts, restaurants, the internet, and retail outlets.
- 3 23. Craig Dieffenbach established Electric Hendrix, LLC in 2005. Craig Dieffenbach and
4 Electric Hendrix, LLC created a number of subsidiary companies registered in Nevada
including Electric Hendrix Licensing, LLC.
- 5 24. Andrew Pitsicalis was the chief licensing agent for Electric Hendrix, LLC.
- 6 25. Posters bearing Electric Hendrix's logos were sold on line through Spencer's Gifts in
7 2007 and 2008.
- 8 26. Beginning in early 2007, Electric Hendrix marketed t-shirts, candle holders, shot
9 glasses containing the Electric Hendrix logo and Jimi Hendrix signature through its
10 website located at www.houseofhendrix.com.
- 11 27. Electric Hendrix advertised marketing opportunities through its website located at
12 www.houseofhendrix.com. These activities were directed and coordinated in part by
13 Mr. Pitsicalis.
- 14 28. On its House of Hendrix website, Electric Hendrix used its Jimi Hendrix logo and the
15 signature of Jimi Hendrix, to identify "The Electric Hendrix Brands".
- 16 29. In 2007 Plaintiffs brought a lawsuit against Electric Hendrix and Craig Dieffenbach
17 for infringing on Plaintiffs' marks. The Court in that suit entered an order finding that
18 Electric Hendrix and Craig Dieffenbach had infringed on Plaintiffs marks and entered
19 an order permanently enjoining them from using various marks.
- 20 30. Mr. Pitsicalis then founded his own new company—Defendant
21 HendrixLicensing.com, LTD—and began his own efforts to license merchandise and
22 products.
- 23 31. Before embarking on the sale of goods Defendants were aware of Plaintiffs' marks
24 and the final permanent injunction against Electric Hendrix.
- 25 32. Defendants did not seek an oral opinion of counsel experienced in trademark matters
26 before using a Jimi Hendrix signature and "bust" logo bearing the name 'HENDRIX'
in the new business.
33. Defendants did not obtain a written opinion from trademark counsel before using a
Jimi Hendrix signature and "bust" logo bearing the name 'HENDRIX' in the new
business.
34. HendrixLicensing.com, LTD purported to own or control rights to various images and
photographs of Jimi Hendrix. The company promoted and advertised the opportunity
to license such works to third parties for use on a variety of "collectible" products such
as posters.

- 1 35. Hendrix Licensing entered into licenses for various products, including posters, dart
2 boards, lamps, motion art lamps, and pub glasses (collectively the “Defendants’
3 Products”).
- 4 36. Many of these products were identified with Hendrixlicensing.com or
5 Hendrixartwork.com.
- 6 37. The Defendants’ Products were sold to the general public through websites such as
7 Defendants’ www.hendrixartwork.com and through third party online and brick and
8 mortar stores such as Spencer’s Gifts, www.posters.com, and www.target.com.
- 9 38. On July 30, 2009, the Court entered a Preliminary Injunction prohibiting Pitsicalis and
10 his companies from using the words “Hendrix” or “Jimi Hendrix” in any domain
11 names, from using a headshot logo to sell products, and from using a “Jimi Hendrix”
12 signature in the sale of products.
- 13 39. Defendants’ own licensing agent, Amrita Sen, has testified that infringing activity
14 would hurt Plaintiffs’ ability to sign new licensees.
- 15 40. The Court has found as a matter of law that Defendants have infringed on Plaintiffs’
16 marks through the use of “hendrixlicensing.com”, “hendrixartwork.com”, a Jimi
17 Hendrix signature, and a headshot or “bust” logo.

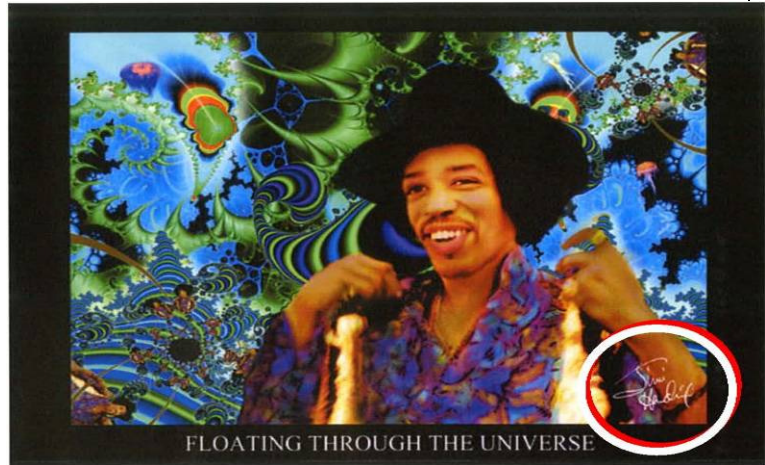
18 **B. Plaintiffs contend as follows:**

- 19 41. Because of Jimi’s unique talents—and the Hendrix family companies’ continued
20 stewardship and promotion—Jimi Hendrix and his works, name and image are well-
21 known, and enjoy continuing celebrity status.
- 22 42. From 1997 to 2007, the sales of music recordings and merchandise bearing the
23 Plaintiffs’ marks generated wholesale revenues in excess of \$244,000,000.
- 24 43. On its House of Hendrix website, Electric Hendrix promoted the sale of merchandise,
25 luxury apparel lines, accessories, and jewelry, offered to sell products on their online
26 store and to license images, artwork or other Jimi Hendrix intellectual property. Mr.
Pitsicalis was instrumental in this activity.
44. Mr. Pitsicalis was instrumental in previous infringing uses of the Electric Hendrix
marks.
45. When the Electric Hendrix litigation started to draw to a close, Mr. Pitsicalis acquired
the “non-vodka intellectual property” from Electric Hendrix.
46. Mr. Pitsicalis, first through Electric Hendrix and later through
Hendrixlicensing.com—consciously embarked on a plan to use Experience’s well
established marks to rapidly promote clothing, posters, and other merchandise.

47. Defendants' plan was to exploit the "Built-in Customer Base" that Experience had successfully developed over the years.
48. Defendants intended to use the Hendrixlicensing headshot logo and signature on products including clothing, posters, and other Jimi Hendrix related memorabilia.
49. Defendants engaged in a conscious effort to make their marks as close in appearance to the Experience marks as possible.
50. As part of his campaign, Defendants employed on this merchandise a Jimi Hendrix "bust" and the Jimi Hendrix signature logo he had acquired from the Electric Hendrix defendants. Defendants affixed these marks to a wide variety of merchandise, in a manner designed to capitalize on the strength and goodwill associated with Plaintiffs' Marks.
51. Defendants designed the signatures, logos, and other elements of their headshot logo to mimic various Experience Marks. For example, Defendants used a headshot logo of Jimi Hendrix with the strong mark "HENDRIX" and the signature "Jimi" on it, along with a guitar (Jimi's instrument):



52. Many of the products contained a headshot logo which contained a portion of the "Jimi Hendrix" signature used by Electric Hendrix.
53. Defendants have used a "JIMI HENDRIX" signature on original artwork by others where the only purpose of the signature is to create a connection to Jimi Hendrix and add authenticity to the merchandise and deceive consumers as to the origin of the products:



54. Defendants stamped products with a “JIMI HENDRIX” signature, and the Hendrixlicensing headshot logo to show authenticity.
55. These products contained the same “Jimi Hendrix” signature used by Electric Hendrix.
56. Defendants also used in their promotional materials a “JIMI HENDRIX” signature and the phrase “in conjunction with the Hendrix bloodline family” to show authenticity.
57. As a result of Defendants’ infringing activities, Plaintiffs have lost a number of licensees.
58. Even after the Court’s order enjoining these marks, Defendants continued to advertise products containing the infringing and enjoined marks.
59. Even after the Court’s July 30, 2009 Order, Defendants’ licensees continued to market and sell products containing the infringing and enjoined marks.
60. Defendant Pitsicalis did not contact third-party sellers, distributors or retailers to notify them of the Preliminary Injunction.
61. Those infringing products, licensed by Defendants to third party licensees and distributors, used and incorporated the Defendants’ Jimi Hendrix signature, HENDRIX LICENSING, HENDRIXARTWORK.COM, “Hendrix Rocks,” the Defendants’ logo (shown below at no. 59) and various titles of Jimi Hendrix works the copyrights to which are owned by Plaintiff Experience, along with the statement that the products originated from the “Hendrix Bloodline Family”.

- 1 62. Each of the more than 13 million Jimi Hendrix albums sold since 1996 have the
2 EXPERIENCE HENDRIX and headshot trademark displayed on the packaging.
- 3 63. Many album releases (in various formats) also contain the mark JIMI HENDRIX or
4 JIMI HENDRIX EXPERIENCE or HENDRIX, and the sticker referencing the
“Authorized Jimi Hendrix Family Release.”
- 5 64. No person other than Plaintiffs has registered the name, image or signature of Jimi
6 Hendrix at the United States Patent and Trademark Office.
- 7 65. In settlement of unrelated issues, and for the payment of significant compensation,
8 Leon Hendrix, brother of Jimi Hendrix, assigned his interest if any in the name and
image of Jimi Hendrix to Plaintiffs, and confirmed their ownership of same.

9 **C. Defendants contend as follows:**

- 10 66. Defendants did not intend to infringe Plaintiff’s marks.
- 11 67. Defendants did not deceive or mislead the public with its products.
- 12 68. Defendants made no actual/net profits from Jimi Hendrix related merchandise.
- 13 69. Mr. Pitsicalis was at all times acting in his capacity as head of Hendrix Licensing and
not subject to any personal liability.
- 14 70. Mr. Pitsicalis was not a contributor to any Hendrix Licensing infringement.
- 15 71. There was a disclaimer disavowing connection between Defendants and Plaintiffs on
16 Defendant’s website.
- 17 72. There was a disclaimer disavowing connection between Defendants and Plaintiffs on
18 several products.
- 19 73. As a result of Jimi Hendrix remaining in the public domain, Plaintiffs have not and
could not suffer any actual damages.
- 20 74. Plaintiffs are not entitled to attorneys fees under the Lahnam Act because this is not an
21 exceptional case.
- 22 75. Plaintiffs are not entitled to attorneys fees under the Consumer Protection Act because
23 Defendants did not engage in any unfair or deceptive acts.
- 24 76. Defendants complied with the Court’s preliminary injunction order, including the
distribution and reporting requirements.
- 25 77. Plaintiffs were well aware of to whom the order was and was not sent, and raised no
26 formal objection in the court during the interceding two years.

1 **IV. ISSUES OF LAW**

2 **A. Plaintiffs' statement of issues of law.**

3 1. The Defendants' infringing conduct has caused damage to Plaintiffs' business
4 reputation and to Plaintiffs' Hendrix Family trademarks and other rights and properties in an
5 amount to be determined at trial.

6 2. Defendants have violated the Washington Consumer Protection Act, RCW
7 §19.86.020, in that Defendants' infringing conduct—as described above and in the statement
8 of facts below—constitute unfair or deceptive acts or practices in the conduct of trade or
9 commerce. The Defendants' conduct is confusing and deceptive to the public and has caused
10 damage to Plaintiffs' business reputation and to Plaintiffs' Hendrix Family trademarks and
11 other rights and properties in an amount to be determined at trial.

12 3. Whether Andrew Pitsicalis exercised direct control over the means of
13 infringement by the other Defendants? *Lockheed Martin Corp. v. Network Solutions, Inc.*,
14 194 F.3d 980, 983 (9th Cir. 1999).

15 4. Whether Defendants unjustly received benefits from their infringing activities
16 and whether the Defendants should equitably be required to return those benefits to Plaintiffs?
17 *Bailie Communications, Ltd. v. Trend Bus. Sys., Inc.*, 61 Wn. App. 151, 159-60 (1991).

18 5. Whether Plaintiffs are entitled to damages measured as lost profits Plaintiffs
19 would have earned but for Defendants' infringement—or an amount approximating the harm to
20 Plaintiffs; and/or disgorgement of Defendants' profits; and/or prospective corrective advertising
21 costs to correct confusion created by a Defendant's infringing activities? *Adray v. v. Adry-Mart,*
22 *Inc.*, 76 F.3d 984, 987 (9th Cir. 1995).

6. Whether Plaintiffs are entitled to as much as three times actual damages and attorney fees because Defendants intentionally, deliberately and willfully infringed on plaintiff's marks? 15 U.S.C. 1117(a), (b); *Lindy Pen Co. v. Bic Pen Corp.*, 982 F.2d 1400, 1409 (9th Cir. 1993).

7. Whether as a result of Defendants' infringing activities, Plaintiffs are entitled to a permanent injunction prohibiting further infringing activities? 15 U.S.C. § 1116; *E-bay, Inc. v. MercExchange, LLC*, ___ U.S. ___, 126 S. Ct. 1837 (2006).

8. Whether as a result of unfair and deceptive acts, and because this is an exceptional case under 15 USC sec 1117, Plaintiffs are entitled to an award of their reasonable attorney fees and costs.

B. Defendants statement of issues of law

1. Did Defendants make any profits that can then be used as a measure of damages by Plaintiff under any of their theories of recovery?

2. Did Plaintiffs suffer any actual damages under the Lanham Act that can be compensated through money damages, corrective advertising or any other theory?

3. Did Defendants engage in a misleading or deceptive acts within the meaning of the Washington Consumer Protection Act?

4. Did Defendants engage in a willful or malicious act of infringement under the Lanham Act so as to constitute an "exceptional case" allowing for recovery of attorney's fees?

5. Did Mr. Pitsicalis's role as head of the Defendant company Hendrix Licensing expose him to personal liability under any theory of state or federal law?

6. Is Plaintiff entitled to attorney's fees under any theory of state or federal law?

7. Is Plaintiff entitled to any theory of damages under state or federal Law?

V. WITNESSES

A. The names and addresses of the expert witnesses to be used by each party at the trial and the issue upon which each will testify are:

1. On behalf of Plaintiffs:

Name & Address	Summary of Testimony	Will Call	May Call
Richard F. Yalch Professor of Marketing UNIVERSITY OF WASHINGTON C/O 2300 NE 65 th St., #306 Seattle, WA 98115	Dr. Yalch will opine on branding, marketing and damages. <i>See</i> expert report already provided to Defendants	X	
Robert Cissel 19349 Yellow Schoolhouse Rd. Round Hill VA 20141	Mr. Cissel will testify to Experience Hendrix' trademarks, Defendants' infringing activities, and confusion from Defendants' infringing activities. <i>See</i> expert report already provided to Defendants	X	

2. On behalf of Defendants

NONE

B. The names and addresses of witnesses other than experts who will testify at trial either by live testimony or by deposition testimony:

1. On Behalf of Plaintiff:

Name & Address	Live	By Deposition
Janie L. Hendrix c/o John D. Wilson, Jr. WILSON SMITH COCHRAN DICKERSON 1215 – 4 th Ave., Suite 1700 Seattle, WA 98107 (206) 623-4100	X	

Name & Address	Live	By Deposition
Robert Hendrix c/o John D. Wilson, Jr. WILSON SMITH COCHRAN DICKERSON 1215 – 4 th Ave., Suite 1700 Seattle, WA 98107 (206) 623-4100	X	
John McDermott c/o John D. Wilson, Jr. WILSON SMITH COCHRAN DICKERSON 1215 – 4 th Ave., Suite 1700 Seattle, WA 98107 (206) 623-4100	X	
Andrew Pitsicalis c/o Thomas Osinski 535 Dock St. Suite 108 Tacoma WA 98402	X	
Amrita Sen Vault Licensing Agency 9407 Kirkside Rd. Los Angeles CA 90035 (310) 871-5883		X
Brandon Donofrio Get Down Art 9245 Onyx Point Court Henderson, NV 89074. (702) 553-5353		X

2. On behalf of Defendants

Name & Address	Live	By Deposition
Andrew Pitsicalis c/o Thomas Osinski 535 Dock St. Suite 108 Tacoma WA 98402	X	

C. Witnesses Who May be Called to Testify:

1. On Behalf of Plaintiff:

Name & Address	Live	By Deposition
Craig Dieffenbach 535 Dock St. Suite 108 Tacoma WA 98402		X
Tom Osinski 535 Dock St. Suite 108 Tacoma WA 98402	X	
Jay Kopelowitz Executive Vice President ODM Art 13860 Stowe Drive Poway, CA 92064 (858) 679-4450	X	
Willie Jinka c/o John D. Wilson, Jr. WILSON SMITH COCHRAN DICKERSON 1215 – 4 th Ave., Suite 1700 Seattle, WA 98107 (206) 623-4100	X	
Steve Pesant c/o John D. Wilson, Jr. WILSON SMITH COCHRAN DICKERSON 1215 – 4 th Ave., Suite 1700 Seattle, WA 98107 (206) 623-4100	X	
Amanda Howell c/o John D. Wilson, Jr. WILSON SMITH COCHRAN DICKERSON 1215 – 4 th Ave., Suite 1700 Seattle, WA 98107 (206) 623-4100	X	

2. On behalf of Defendants

Name & Address	Live	By Deposition
Cedric Nelson Certified Bookkeeping & Accounting Suite 120 2904 Horizon Ridge Parkway Henderson NV 89052 (702) 399-2420	X	

VI. PLAINTIFFS' EXHIBITS

See "Attachment A" - Plaintiffs' Exhibit List.

Plaintiffs reserve the right to supplement and/or amend this pretrial list.

VII. DEFENDANTS' EXHIBITS

See "Attachment B" - Defendants' Exhibit List.

VIII. ACTION BY THE COURT

- (a) This case is scheduled for trial with a jury on May 4, 2011.
- (b) Trial briefs shall be submitted to the Court on or before April 19, 2011.
- (c) _____

This Order has been approved by the parties as evidenced by the signatures of their counsel. This Order shall control the subsequent course of the action unless modified by a subsequent order. This Order shall not be amended except by order of the court pursuant to agreement of the parties or to prevent manifest injustice.

DATED this ____ day of April, 2011.

The Honorable Thomas S. Zilly
United States District Judge

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FORM APPROVED

By: s/ John D. Wilson, Jr.
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Attorney for Defendants

CERTIFICATE OF SERVICE

I hereby certify that on April 19, 2011, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send notification of such filing to the parties below.

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